

1 Paul Winkler
2 76 West Mahi Pua Place
3 Lahaina Hi 96761
4 925-381-0032
5 Paulwinkler1@comcast.net

FILED
2018 JUN 21 AM 9:18

D. PELLAZAR, CLERK
SECOND CIRCUIT COURT
STATE OF HAWAII

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9 IN THE CIRCUIT COURT OF THE SECOND CIRCUIT

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11 STATE OF HAWAII

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18 Paul Winkler, Plaintiff

19 vs

Civil 18-1-0263(2)
Complaint for Damages and
Declaratory relief

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22 Specialized Loan Servicing,

23 Defendant
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SUMMONS DENIED

PLEADING TITLE - 1

I hereby certify that this is a full, true and
correct copy of the Original

Clerk, Second Circuit Court

EXHIBIT A

JUL - 5 2018

1 This complaint arises out of issues relating to the property located at
2 324 Anapuni Place Lahaina Hi 96761 (Subject property). SLS is the servicer (not
3 a lender), for the mortgage that is secured by the subject property. The loan
4 secured by the subject property was originated by Indy Mac Mortgage some 12
5 years ago and has since been assigned or purchased by Deutsche Bank, when Indy
6 Mac went out of business.
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8
9 As the Servicer for the loan, SLS is responsible for the receipt of
10 payments, accurate reporting to the credit bureaus and processing loan renewals
11 and modifications in a timely manner. On December 1, 2015, the loan matured and
12 SLS was responsible for processing the renewal/modification. SLS has a
13 standardized list of documents that are required to process a renewal or
14 modification. After receiving the standardized check-list from SLS, Plaintiff
15 supplied all required documents as required. In addition, as instructed by Viola, the
16 “single point of contact” at SLS, Plaintiff continued to make the regular monthly
17 payment on time each month.
18

19 After months and months of providing documents to SLS, long
20 response times and lost documents by SLS, Plaintiff received a letter from SLS
21 stating they were denying the loan modification as the documents requested were
22 still missing. The denial letter was signed by Viola the “single point of contact” for
23 SLS. Plaintiff contacted Viola and sent her a copy of the denial letter. Viola stated
24

1 she did not originate the letter and in reviewing the file all documents required had
2 been provided and the file was complete. Viola then "expedited" the file to
3 underwriting and after several more months of waiting the loan modification was
4 approved.
5

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7 During the period of December 1, 2105- June 2016, Plaintiff made all
8 payments on time as required. SLS then returned some of the payments and
9 reported plaintiff late to the credit bureaus. SLS sent Plaintiff a letter stating they
10 had made a mistake accepting some of the payments. Even though SLS continued
11 to delay the timely processing of the loan modification they now changed their
12 policy to not accept payments and reported Plaintiff late to the credit bureaus.
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15 In Oct, Nov, Dec, 2017, Plaintiff again made 3 payments in
16 accordance with the terms and conditions of the loan documents. SLS reported
17 Plaintiff late to the credit bureaus on 2 of the 3 timely payments and reported "no
18 data available" for the 3rd payment.
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21 Plaintiff has applied to 3 different lenders to refinance various
22 properties he owns: because of the SLS late reporting to the credit bureaus Plaintiff
23 has been denied financing. Plaintiff will suffer extensive financial damage because
24 of the actions of SLS. Because of defendant's actions Plaintiff will now be forced
25 to seek financing at much higher rates and financing might not be possible at all
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1 Since December of 2015, until the date of the modification of the
2 loan, defendant has continually acted in a negligent manner. Without notice or
3 cause defendant has changed its policies, lost documents and misstated in writing,
4 the truth as to the true reasons the loan was not processed in a timely and
5 professional manner.
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8 The Fair Credit Reporting act was established to create fairness,
9 accuracy and protect the information of the consumer. Due to its negligence, SLS
10 has acted unfairly, negligently and inaccurately reported the true nature of the
11 delays and issues to the credit agencies. By misstating the truth as to the true
12 reasons for delaying the loan approval SLS has caused unfair and inaccurate
13 reporting to the credit agencies.
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16 By stating they would accept payments during the
17 renewal/modification process and then changing its mind, while delaying the loan
18 modification, SLS has acted negligently, unfairly and damaged Plaintiff
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21 SLS is a loan servicer, not a lender. The obligations of SLS include-
22 To act in a fair and competent manner, to be timely and accurate and not mislead
23 the borrower or credit agencies. Losing documents, misstating the true reasons for
24 delay and policy changes, that were a "mistake" by SLS, have caused long term
25 financial damage to the Plaintiff.
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1 Plaintiff plans to conduct discovery on the various records, process',
2 notifications and "investors guidelines" referred to by SLS, and reserves the right
3 to amend this complaint after completion of discovery.
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8 FIRST CAUSE OF ACTION- NEGLIGENCE

9 SLS has a duty to process the loan modification/renewal in a timely
10 and fair manner. By SLS unfairly delaying the processing of the loan, losing
11 documents, changing policy and misstating the true cause of the delays, SLS has
12 breached its obligations and damaged Plaintiff in an amount to be determined by
13 the court at time of trial.
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18 SECOND CAUSE OF ACTION-INJUNCTIVE RELIEF

19 Under the Fair Credit Reporting Act, SLS has a duty to report
20 information to the credit agencies in a "fair and accurate" manner. SLS delayed the
21 processing of the modification, changed policies, misstated the truth as to the
22 delays, acted negligently, returned payments, then reported Plaintiff late to the
23 credit agencies. SLS has a duty to report accurately to the credit agencies. Their
24 reporting does not represent the true facts and are misleading and inaccurate.
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1 Because of Defendants actions, they have damaged Plaintiffs credit.
2
3 Plaintiff requests injunctive relief from the court requiring Plaintiff to accurately
4 report the circumstances in delaying the approval of the loan and negligence by
5 SLS to the credit agencies, as well as the true and correct payment history of
6
7 Plaintiff.

8 THIRD CAUSE OF ACTION- VIOLATION OF THE FAIR
9 CREDIT REPORTING ACT.
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11 The fair Credit Reporting Act requires that reporting of consumer payments be
12 done in a fair and accurate manner. SLS, because of its negligence and mis-
13 statements and complete lack of fairness and timeliness, SLS has violated the Fair
14 Credit Reporting Act.
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16 This violation has caused damage to Plaintiff. Plaintiff will now be required to
17 obtain higher interest rate loans and might not be able to obtain financing in any
18 form.
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20 Plaintiff requests damages to be determined at the time of trial.
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1 PRAYER

2 Plaintiff Prays as follows:

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6 1- DAMAGES FOR NEGLIGENCE

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8 SLS did not timely, fairly and competently process the loan
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10 modification. SLS misrepresented the true reason for the delays in
11 processing the loan modification.

12 Damages to be awarded in an amount to be determined at trial.

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14 2- DECLARATORY RELIEF

15 SLS must fairly, completely and accurately report to all credit
16 agencies. I request the court instruct SLS to report fairly and
17 accurately to all credit agencies. If the delays by SLS caused late
18 or inaccurate reporting all negative data provided to the credit
19 agencies should be removed.

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22 3- DAMAGES FOR VIOLATIONS OF THE FAIR CREDIT
23 REPORTING ACT

24
25 SLS has not accurately and fairly reported to the credit agencies.
26 Damages to be determined at the time of trial for violations of the fair
27 Credit Reporting Act

1 4- ATTORNEY'S FEES

2 For attorneys' fees in amount according to statute and as
3
4 determined by the court.
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11 Paul Winkler

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15 In Pro Per
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Paul Winkler (*In Pro Per*)
76 West mahi Pua Place Lahaina Hi 96761
Paulwinkler1@comcast.net
Telephone (925) 381-0032

Plaintiff
(*In Pro Per*)

IN THE CIRCUIT COURT OF THE SECOND CIRCUIT

STATE OF HAWAII

PAUL WINKLER, an individual,

Plaintiff,

vs.
SPECIALIZED LOAN SERVICING
and DOES 1-10, inclusive,

Defendants.

Civil No. _____
(Contract, Other Non-Vehicle Tort; Other
Civil Action)

SUMMONS

SUMMONS

STATE OF HAWAII

To the above-named Defendants and their Attorney- Jade Lynne Ching, 737 Bishop Street #
2090 Honolulu Hi 96813:

You are hereby summoned and required to file with the court and serve upon Plaintiff, In
Pro Per, located at 76 West Mahi Pua Place Lahaina Hi 96761, an Answer to the Complaint
which is herewith served upon you, within twenty (20) days after service of this summons upon
you, exclusive of the day of service. If you fail to do so, judgment by default will be taken
against you for the relief demanded in the Complaint.

This summons shall not be personally delivered between 10:00 p.m. and 6:00 a.m. on
premises not open to the general public, unless a judge of the above-entitled Court permits, in
writing on this summons, personal delivery during those hours.

A failure to obey this summons may result in any entry of default and default judgment against the disobeying person or party.

DATED: Wailuku, Hawaii, _____.

DENIED